

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

Marcia Mei-Lee Liu, individually and on  
behalf of a class of all others similarly situated.

*Plaintiff.*

v.

AMERCO; U-HAUL International, Inc.,

*Defendants.*

C.A. No.: 10-11221

**CLASS ACTION COMPLAINT**

Plaintiff Marcia Mei-Lee Liu, on behalf of herself and the class defined herein, brings this civil action pursuant to Massachusetts General Law c. 93A on behalf of herself and all purchasers who purchased a one-way truck rental from U-Haul for transportation to, from or within the Commonwealth of Massachusetts between September of 2006 and September of 2008. As set forth in detail herein, and in the action *In the Matter of U-Haul Int'l Inc. and AMERCO*, FTC File No. 081-0157, between approximately September 2006 and September 2008 Defendants engaged in an unlawful effort to conspire with their competitors regarding the price of one-way truck rentals. Defendants' unlawful efforts to collude substantially increased the price of one-way truck rentals nationwide, including in the Commonwealth of Massachusetts, thus causing damages to Plaintiff and the members of the Class, in violation of Massachusetts law. Plaintiff therefore alleges, on information and belief except as to the allegations regarding the Plaintiff, as follows:

## **PARTIES**

1. Plaintiff Marcia Mei-Lee Liu is an individual residing in Boston, Massachusetts.
2. In October of 2007, Plaintiff purchased a one-way truck rental from Defendant U-Haul at its location in Manhattan, New York for transportation of goods to Boston, Massachusetts.
3. In August of 2008, Plaintiff also purchased a one-way truck rental from U-Haul for the transportation of goods within the Commonwealth of Massachusetts.
4. In both instances, Plaintiff used U-Haul's website to reserve the truck and obtain a rate quote and reservation confirmation directly from U-Haul.
5. In both instances, Plaintiff paid more for these products than she would have paid absent Defendants' unlawful conduct set forth herein.
6. Defendant AMERCO is a corporation organized, existing, and doing business under and by virtue of the laws of Nevada, with its corporate headquarters located at 1325 Airmotive Way, Ste. 100, Reno, Nevada 89502.
7. Defendant U-Haul International, Inc. is a corporation organized, existing, and doing business under and by virtue of the laws of Nevada, with its corporate headquarters located at 2727 North Central Avenue, Phoenix, Arizona 85004. U-Haul International, Inc. is a direct subsidiary of AMERCO.
8. References herein to "U-Haul" should be read as references to U-Haul International, Inc. and AMERCO, collectively.

## **UN-NAMED CO-CONSPIRATORS**

9. Various managers and executives of Defendants participated in the effort to collude to artificially inflate the price of one-way truck rentals that is set forth herein.

10. Various managers and executives of Avis Budget Group, Inc. (“Budget”), U-Haul’s largest competitor, participated in the effort to collude to artificially inflate the price of one-way truck rentals that is set forth herein.

### **JURISDICTION AND VENUE**

11. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d), the Class Action Fairness Act, because many members of the putative class are citizens of different states than the Defendants, and the amount in controversy exceeds \$5,000,0000.

12. This Court has personal jurisdiction over the Defendants because they have regularly transacted business in this District, have had substantial contacts in this District and/or were engaged in an illegal attempted price-fixing conspiracy that was directed at and had the intended effect of causing injury primarily and substantially to persons in this District.

13. Venue is appropriate in the District because Plaintiff resides in the District and the unlawful acts alleged herein by Plaintiff occurred in whole or in part in this District.

### **FACTUAL ALLEGATIONS**

14. On June 9, 2010 the Federal Trade Commission filed a complaint against Defendants (the “FTC Complaint”) based upon the unlawful conduct alleged herein.

15. At the same time the FTC Complaint was filed, Defendants agreed to a Consent Order issued by the FTC enjoining them from participating in certain types of communications with their competitors.

16. The primary business of U-Haul is renting trucks to consumers for use in “do-it-yourself” moves, typically of household goods. U-Haul has a fleet of over 100,000 trucks, and operates a network of approximately 1,450 company-operated moving centers and 14,000 independent U-Haul dealerships located throughout the United States.

17. U-Haul is the largest competitor in the one-way truck rental business in the United States – the company with the most trucks, the most truck rental locations, the greatest revenues, and the highest market share.

18. U-Haul has a market share of the one-way truck rental business of approximately 54%.

19. U-Haul’s closest competitor, and the principal competitive constraint upon U-Haul’s pricing power, is the next largest truck rental company, Budget. According to the Federal Trade Commission, U-Haul and Budget together account for 70 percent of one-way truck rental transactions in the United States.

20. Acting together, U-Haul and Budget could profitably impose higher prices upon consumers.

21. U-Haul offers customers the option of a “one-way move,” meaning that the customer may pick up a truck at one U-Haul location and drop the truck off at a different U-Haul location.

22. Any person in any location in the United States may visit the U-Haul web-site, input a town of origin and town of destination, and secure a computer-generated rate quote for the rental. This purchase process does not vary whether the one way rental truck is picked up at a U-Haul Center or an independent dealership.

23. The pricing quotes obtained over the internet via the U-Haul website do not vary based on whether the pickup location is a U-Haul location or an independent U-Haul dealership.

24. AMERCO is a publicly traded corporation, and holds conference calls with securities analysts on a quarterly basis. Any person may listen to the call live over the internet, or obtain a transcript of the call. During these “earnings conference calls,” U-Haul executives

provide information and answer questions about recent business developments.

25. Edward J. Shoen is the Chairman of U-Haul. Over several years up to and including 2006, Shoen was aware that price competition from Budget was forcing U-Haul to lower its rates for one-way truck rentals.

26. The effect of this pricing competition on rates during the years prior to the unlawful conduct alleged herein is graphically illustrated in Figure 1, *infra*.

27. In 2006, Shoen developed two complementary strategies to eliminate this competition and thereby to secure higher rates. U-Haul regional managers and dealers were instructed by Shoen to implement these strategies.

28. First, Shoen instructed that U-Haul regional managers should raise one-way rates. Then, the regional managers should contact Budget, inform Budget of U-Haul's rate increase, and encourage Budget to follow - lest U-Haul's rates be reduced to the original level.

29. Second, an alternative, pre-collusion strategy was available if the U-Haul regional manager judged that Budget would not presently follow a U-Haul rate increase. In this circumstance, the U-Haul regional manager should lower his one-way rates – below those of Budget. Then, the regional manager should contact Budget and inform Budget of this rate reduction. In this way, U-Haul would teach Budget that its low-price policy was fated to be ineffective. This would prepare the ground for the future implementation by U-Haul of the basic, collusive strategy set forth above.

30. U-Haul's imposition of higher rates, whether implemented before the brief implementation of a "low price policy" or after, was thus itself an aspect of, and an act in furtherance of, the alleged unlawful attempted price-fixing conspiracy alleged herein.

31. Pursuant to the plan described above, in October 2006 and November 2006, U-

Haul instructed its regional managers to implement one or the other of the above-described strategies. This plan was described in memoranda authored by Shoen and distributed to the regional managers. The memoranda stated as follows:

Budget continues in some markets to undercut us on One-Way rates. Either get below them or go up to a fair rate. Whatever you do, LET BUDGET KNOW. Contact a large Budget Dealer and tell them. Contact their company store and let the manager know. Rates of 20¢ a mile One-Way, do not even cover the cost of the truck, let alone, repair, maintenance, license, insurance and Dealer commissions. Either get under their BS rate or get up in a cents per mile range where you might make a profit. . . .

We have been up on transactions and down on gross two months in a row. We are either matching stupid rates or we are above them, but not enough to make a profit.

My direction is either get up to a fair rate or get down below the competitor. EITHER WAY, LET THEM KNOW.

(Emphasis in original).

32. In addition, in October 2006, November 2006, and December 2006, Shoen instructed local U-Haul dealers to communicate with their counterparts at Budget and Penske, re-enforcing the message that: (i) U-Haul had raised its rates, and (ii) competitors' rates should now be raised to match the U-Haul rates. Shoen's memoranda offered U-Haul dealers a script for these inter-firm conversations:

We are successfully meeting or beating our Budget and Penske competitors. However, their rates are WAY TOO LOW. When you and your MCP [regional manager] decide it is time to bring some One-Way rates back up above a money loosing [sic] 35¢ mile, have your Dealers let the Budget and Penske Dealers know. Try "Are you tired of renting 500 miles for \$149 and a \$28 commission? Then, tell your Budget/Penske rep that U-Haul is up and they should be too." Dealers know how to have this conversation and who to call to have it . . . [W]e should be able to exercise some price leadership and get a rate that better reflects our costs.

33. Pursuant to these instructions, in late 2006 and thereafter, U-Haul representatives across the country contacted Budget and invited price collusion as instructed by Shoen.

34. For example, and as set forth in the FTC complaint, Robert Magyar is U-Haul's regional manager for the Tampa, Florida area. In October 2006, Magyar received from Shoen, his boss, the instructions described above.

35. In response to Shoen's directive, in October 2006, Magyar increased U-Haul's rates for one-way truck rentals commencing in the Tampa area. Next, Magyar telephoned Budget and communicated to Budget representatives that U-Haul had raised its rates in Tampa and that the new rates could be viewed on the U-Haul web-site. Implicit in the conversation, and intended by Shoen and Magyar, was the message that if Budget did not raise its rates, then U-Haul would lower its rates to their original level.

36. Later that month, Magyar sent an email to Shoen describing his communications with Budget representatives. Shoen responded by instructing Magyar to contact Budget again before lowering rates.

37. These efforts to collude were successful in raising rates for truck rentals. As set forth in figure 1, *infra*, truck rental rates began to increase significantly around September 2006 and remained at significantly supra-competitive levels for at least one year.

38. These dramatic price increases held until approximately September 2007, when prices briefly began to drop again, although prices did not at any point drop back to the rates charged prior to the 2006 efforts at collusion, indicating that U-Haul's unlawful efforts to collude were effective at maintaining prices at supra-competitive levels throughout the entire class period.

39. When it appeared to U-Haul senior management in approximately the fall of 2007

that the anti-competitive effects of the first effort to collude in late 2006 were beginning to fade, U-Haul managers were again instructed to contact local Budget locations and attempt to obtain their agreement to another conspiratorial nationwide price increase.

40. Accordingly, in late 2007, Shoen determined that U-Haul should again invite Budget to collude on prices in order to permit another substantial increase in rates for one-way truck rentals across the United States. Shoen understood that this rate increase could be sustained only if Budget followed.

41. For example, in November 19, 2007, Shoen instructed U-Haul regional managers to raise prices:

Stop **setting** MCO [regional] rates based on Budget's rate. Set the correct rate . . . . Budget will come up. Let them.

(Emphasis in original).

42. U-Haul instructed its regional managers to maintain the new, higher rates for a while longer – in case Budget should take note and decide to follow.

43. Accordingly, and as alleged in the FTC complaint, Magyar again contacted local Budget locations. Magyar communicated to Budget that U-Haul had increased its one-way truck rental rates, and that Budget should increase its rates as well. In an e-mail message addressed to U-Haul's most senior executives, Magyar related the conversations:

I have also called 3 major Budget locations in Tampa and told them who I am, I spoke about the .40 per mile rates to SE Florida and told them I was killing them on rentals to that area and I am setting new rates to the area to increase revenue per rental. I encouraged them to monitor my rates and to move their rates up. And they did.

44. Rates for truck rentals began to rise dramatically again following this second portion of U-Haul's two-year effort to collude regarding prices. See Figure 1, *infra*.

45. Following these dramatic increases, U-Haul persisted in its efforts to invite Budget to collude regarding prices. U-Haul held its third quarter fiscal year 2008 earnings conference call on February 7, 2008.

46. Shoen was aware that Budget representatives would monitor the call. Thus, while Shoen nominally was speaking to shareholders, he was aware that he effectively was speaking directly to Budget when he spoke during the conference call.

47. Shoen opened the earnings conference call with a short statement noting, *inter alia*, U-Haul's past efforts "to show price leadership." When asked for additional information on industry pricing, Shoen made the following points:

a. U-Haul was acting as the industry price leader. The company has recently raised its rates, and competitors should do the same.

[W]e're very, very much trying to function a price leader and not give away share . . . . And even in several corridor markets that are highly competitive, I'm trying to exhibit some price leadership because, as I think you have found on your own, there are markets that are being priced well below the cost of providing the service. And I don't really believe the customer wants us to do that on any consistent basis . . . . So we've been trying to force prices . . . .

So we're pushing for it we're going to continue to push for it. I believe the customer wants us to push for it.

And so by, as I talked about earlier, me trying to get us to exercise price leadership every time we get what we consider to be an opportunity, it's another indicator to them [Budget] as to, hey, don't throw the money away. Price at cost at least.

b. To date, Budget had not taken notice of, and had not matched, U-Haul's higher rates. This is unfortunate for the entire industry.

I think our competitors have a hard time seeing what we do just because the pricing matrix is so vast and any one

decision-maker who does some pricing analysis has a hard time really saying in a way that they could fairly represent to their company the trend is up or the trend is down or more likely U-Haul is holding the line, we don't need to just cut, cut, cut. As a strategy I believe the Budget Truck Rental Company is trying to take U-Haul's price in every single corridor and drop it 1 or 2 or 3 or 4, whatever number they can, percent so that they can just price off of us but down.

Budget appears to be continuing as undercut as their sole pricing strategy . . . .

And of course classically this is an industry with three major competitors, the one-way truck businesses, Budget, Penske and U-Haul. Classically you get some price leadership and it manages itself okay. It's when somebody decides they have to gain share from somebody that you get this kind of turbulence that results in no economic gain for the group, in fact probably economic loss. So I remain encouraged and the official position of Budget is that they're not doing this. I didn't listen in on their most recent conference calls, but over the last year I'm sure I listened to two or three of them and their official position is they're not doing this. But many a slip between the cup and the lip . . . . If they caved on prices the net effect is we got less money.

- c. U-Haul would wait a while longer for Budget to respond appropriately.

[F]or the last 90 days, I've encouraged everybody who has rate setting authority in the Company to give in more time and see if you can't get it to stabilize. In other words, hold the line at a little higher.

And if they [Budget] perceive that we'll let them come up a little bit, I remain optimistic they'll come up, and it has a profound effect on us.

- d. In order to keep U-Haul from dropping its rates, Budget did not have to match U-Haul's rates precisely. U-Haul would tolerate a small price differential, but only a small price differential. Specifically, a 3 to 5 percent price difference is acceptable.

I'm focusing my people on the overall customer service

issues. Okay, what can we do to justify a price difference given that in many cases we're going to be above them? But it's not that hard in the economy to justify 3 or 5% with service in my belief. Now you have to really do it, but I believe we have it and I believe we can really do it. And so that's where I'm driving my people who are delivering the product. I'm not driving them hard on match, match, match.

e. For U-Haul, market share was more important than price. U-

Haul would not permit Budget to gain market share at U-Haul's expense.

[I]f it starts to affect share I'm going to respond, that's all. If the customer doesn't care -- if it's \$10 and the customer doesn't care. But on the other hand, the only reason they do it is if they thought it affected share. So in a way I'm kind of forced to respond . . . .

So if we stand still on that they will make share, Budget is a legitimate company. They own lots of facilities and have lots of employees and I'm sure they're fine people if you knew them. But we're not going to just stand still and let that go through.

48. U-Haul's continued efforts to collude with its competitors, including primarily Budget, were effective at increasing prices in truck rentals. Prices for truck rentals, including truck rentals from Defendant, remained at supra-competitive levels until at least September 2008, when the collapse of the financial industry and the ensuing nationwide recession may have ended the effectiveness of U-Haul's unlawful efforts to conspire.

49. Throughout the period of the effort to collude described herein, U-Haul acted with the specific intent to facilitate collusion and increase the price of one-way truck rentals in the United States, including in the Commonwealth of Massachusetts.

### **DAMAGES ALLEGATIONS**

50. The unlawful attempt by U-Haul to collude with its competitors on price had the predictable and intended effect of significantly increasing the price of one-way truck rentals

between September 2006 and September 2008, thereby damaging Plaintiff and the members of the Class defined herein.

51. The increase in prices set forth herein began at approximately the same time as the efforts to collude in 2006 that are set forth herein, and ended, at the earliest, when the global financial crisis and ensuing recession ended the effectiveness of the conduct alleged herein in approximately September 2008.

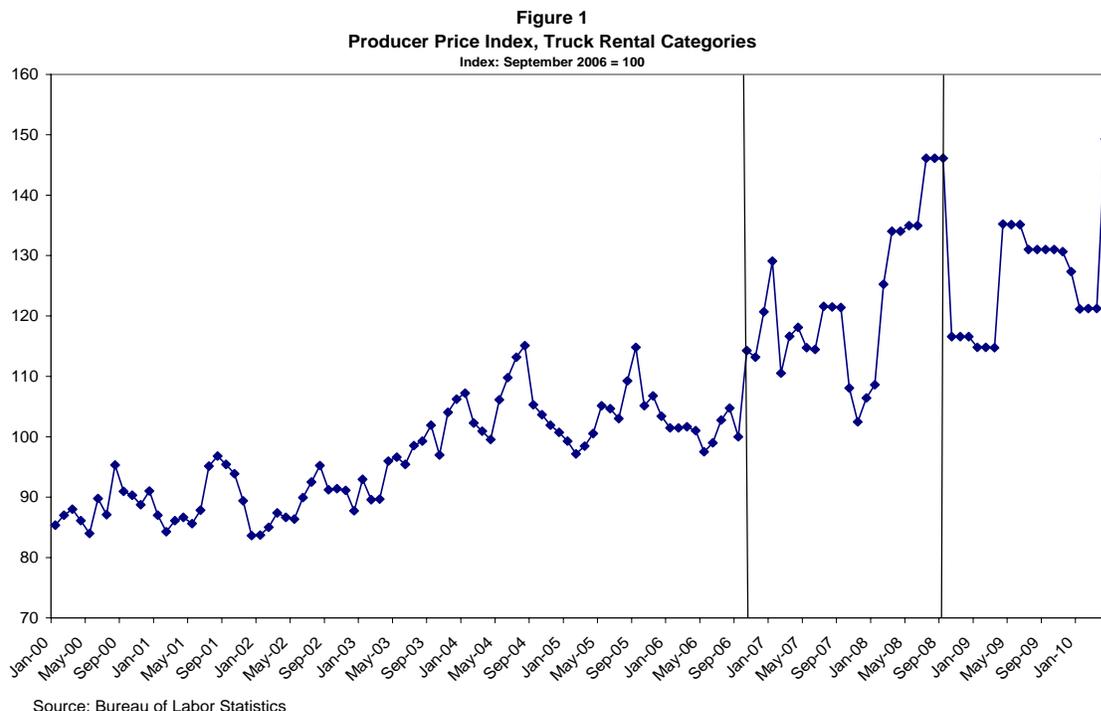
52. The increase in the price of truck rentals during the class period far exceeded any price increases for comparable vehicle rentals.

53. The U.S. Bureau of Labor Statistics (“BLS”) maintains a Producer Price Index (“PPI”) for the category “Truck Rental, Without Drivers” (“Truck Rental”) (NAICS 5321201). According to the U.S. Census Bureau, this industry comprises “establishments primarily engaged in renting (without drivers) one or more of the following: trucks, truck tractors, buses, or semi-trailers.”

54. The Truck Rental PPI is a reasonable proxy for prices in the one-way truck rental industry in the absence of information on transactions, which will be obtained from Defendants during discovery.

55. According to the 2002 Census, U-Haul is a significant driver of pricing in the industry PPI.

56. Figure 1 below shows the PPI for the Truck Rental category from January 2000 through April 2010.



57. The anticompetitive and damaging effects of the unlawful activity alleged herein began in approximately September 2006 and continued through at least September 2008. This time period is thus separately identified for ease of reference in Figure 1, above.

58. As Figure 1 demonstrates, prices in the truck rental industry increased dramatically during the class period defined herein, from September 2006 to September 2008.

59. Preliminary analysis indicates that industry prices for truck rentals increased a total of 46.1 percent during the period of the unlawful efforts to conspire alleged herein.

60. Economists often measure the effect of an alleged conspiracy or attempted conspiracy to fix prices by comparing prices between the market in which there has been anticompetitive activity and another, related market which appears to be free from anticompetitive conduct during the alleged conspiracy period.

61. When comparing prices in the affected market with prices in a related market which is free from the effects of the alleged misconduct, that comparison is referred to as a

“yardstick.” Economists often use a statistical technique known as multiple regression analysis to measure the relationship between the yardstick price and the price in the affected market.

62. Using multiple regression analysis, it is possible to measure the relationship between a group of variables and the dependent variable. Multiple regression analysis has been accepted by courts as a method to isolate a key relationship or critical influence between one variable and a number of others.

63. The U.S. Bureau of Labor Statistics maintains a PPI for the “Passenger Car Rental” industry (NAICS 532111). According to the U.S. Census Bureau, this industry comprises “establishments primarily engaged in renting passenger cars without drivers, generally for short periods of time.”

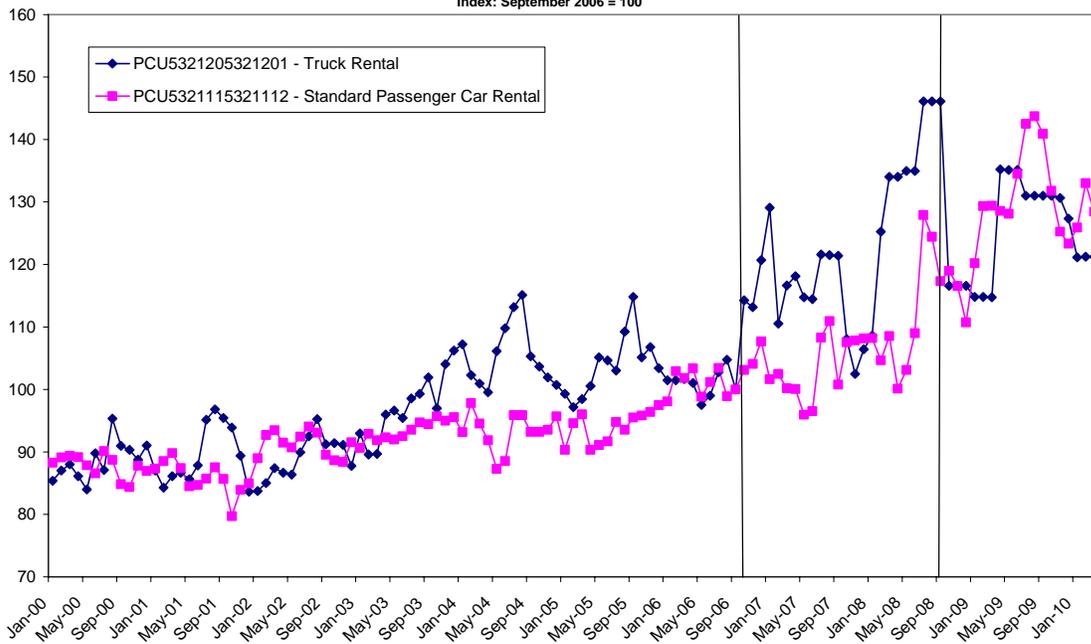
64. The passenger car industry is characterized by similar supply features as the truck rental industry. For example, a primary input cost in the two industries is the cost of the vehicle itself and employee costs.

65. The passenger car industry also is characterized to a large extent by similar cost structures and similar (although not identical) demand features.

66. Passenger car rental industry pricing thus serves as a reasonable yardstick against which one can measure the effects of the unlawful conduct alleged herein on the price for one-way truck rentals.

67. Figure 2 below compares the PPIs for the Standard Passenger Car Rental and Truck Rental categories before, during, and after the economic effect of the unlawful efforts to conspire alleged herein:

**Figure 2**  
**Producer Price Index, Car and Truck Rental Categories**  
 Index: September 2006 = 100



Source: Bureau of Labor Statistics

68. As Figure 2 demonstrates, there was a substantial increase in the cost of one-way truck rentals compared to passenger car rentals during the alleged attempted conspiracy period.

69. An initial regression model comparing movements of the three-month moving average of the PPIs for Truck Rentals with the three-month moving average of PPIs for Passenger Car Rentals, and using a variable with a value of 1 during the period of alleged unlawful conduct and a value of 0 during the non-conspiracy periods, found statistically significant results and had an R Squared value of approximately .80, indicating that approximately 80 percent of the variation in the prices in the Truck Rental industry can be explained by the model.

70. This regression demonstrates that between the period September 2006 and September 2008 the overcharge resulting from the misconduct alleged herein was well in excess of 10%, meaning that it is more likely than not that members of the class paid at least 10% more

on average for one-way truck rentals during the class period than they would have paid absent the unlawful conduct alleged herein.

71. The increase in prices cannot be explained by factors other than the efforts to collude set forth herein.

72. The industry-wide increases in price were of sufficient magnitude that it is more likely than not that the price increases were not caused by U-Haul's price increases alone, given U-Haul's market share, but rather were caused both by U-Haul's price increases and increases made by competitors following U-Haul's price increases and efforts to collude on pricing.

73. Defendants' price increases were themselves an essential element of the unlawful effort to collude alleged herein.

74. As set forth herein, the price increases described herein thus both caused the damages to the Class and were an aspect of the overall scheme to collude on prices with competitors.

75. The unlawful conduct alleged herein had the direct, intended, and proximate result of injuring the Class as alleged herein.

76. The unlawful efforts to collude set forth herein caused damage to the Plaintiff and the members of the Class because they paid at least 10% more for their one-way truck rentals than they would have in the absence of the unlawful attempt to collude set forth herein.

77. In sum, Plaintiff and the members of the Class suffered damages as a result of Defendants' efforts to collude alleged herein.

#### **CLASS ACTION ALLEGATIONS**

78. Plaintiff brings this action on behalf of herself and as a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the following class (the “Class”):

All persons who purchased one-way truck rentals from Defendants for transportation to, from or within the Commonwealth of Massachusetts between September 2006 and September 2008 (the “Class Period”). Excluded from the Class are the Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities, and instrumentalities of the federal government.

79. Plaintiff believes that there are thousands of Class members located throughout the United States, the exact number and their identities being known by the Defendants, making the Class so numerous and geographically dispersed that joinder of all members is impracticable.

80. There are questions of law and fact common to the Class, including:

a. Whether the Defendants attempted to collude with their competitors in the Commonwealth of Massachusetts to fix, raise, maintain or stabilize the price of one-way truck rentals to, from or within the Commonwealth of Massachusetts;

b. The duration of the attempted conspiracy alleged in this Complaint and the acts carried out by Defendants in furtherance of the alleged attempt to collude;

c. Whether the alleged attempt to collude violated M.G.L. c. 93A;

d. Whether and the extent to which the conduct of the Defendants, as alleged in this Complaint, caused injury Plaintiff and the other Class members;

e. The effect of the attempted conspiracy on the price of one-way truck rentals to, from or within the Commonwealth of Massachusetts during the class period; and

f. The appropriate Class-wide measure of damages.

81. Plaintiff’s claims are typical of the claims of Class members, and Plaintiff will fairly and adequately protect the interests of the Class.

82. Plaintiff and all members of the Class are similarly affected by Defendants' wrongful conduct in violation of M.G.L. c. 93A in that they paid artificially inflated prices for one-way truck rentals from the Defendants.

83. Defendants' conduct that gives rise to the claims alleged herein occurred and affected the members of the Class primarily and substantially within the Commonwealth of Massachusetts

84. Plaintiff's claims arise out of the same common course of conduct giving rise to the claims of the other Class members.

85. Plaintiff's interests are coincident with, and not antagonistic to, those of the other Class members.

86. Plaintiff is represented by counsel who are competent and experienced in the prosecution of antitrust and consumer class action litigation.

87. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications, establishing incompatible standards of conduct for the Defendants.

88. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

89. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The Class is readily definable by reference to the records of Defendants. Prosecution as a class action will eliminate the possibility of repetitious litigation. Treatment as a class action will permit a large number of similarly situated persons to adjudicate their common claims in a single forum simultaneously, efficiently, and without the duplication of

effort and expense that numerous individual actions would engender. This action presents no difficulties in management that would preclude maintenance as a class action.

**COUNT I – VIOLATION OF MASS. G. L. c. 93A, §§ 2, 9**

90. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Class Action Complaint.

91. Defendants' intentional and purposeful anticompetitive acts that are described above were intended to and did in fact cause Plaintiff and the Class to pay supracompetitive prices for one-way truck rentals to, from or within the Commonwealth of Massachusetts.

92. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Mass. G.L. c. 93A §§ 2, 9.

93. The violations of Massachusetts G.L. c. 93A by Defendants were done willfully, knowingly, and in bad faith.

94. As a direct and proximate result of Defendants' unlawful conduct alleged herein, Plaintiff and members of the Class have been injured in that they paid more for one-way truck rentals than they otherwise would have paid in the absence of Defendants' unlawful conduct.

95. Demand has been made upon Defendants pursuant to Mass. G.L. c. 93A, §§ 2, 9 more than 30 days prior to filing this claim for relief under Mass. G.L. c. 93A. Defendants refused to grant relief upon demand, and this refusal was made in bad faith with knowledge or reason to know that the conduct complained of violated Mass. G.L. c. 93A §§ 2, 9.

96. As a result of Defendants' violation of Mass. G.L. c. 93A, Defendants are liable to Plaintiff and the Class for up to three times the damages that Plaintiff and the Class incurred, or at the very least the statutory minimum award of \$25 per one-way truck rental made by the members of the proposed class, together with all related court costs and attorneys' fees.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays:

97. That the Court adjudge and decree that the unlawful conduct alleged herein constitutes a violation of Mass. G.L. c. 93A;

98. That Plaintiff and the Class shall be awarded all damages incurred as a result of the above-described conduct, including statutory damages, treble damages, attorney's fees and reasonable costs of suit;

99. That Plaintiff and the Class be awarded restitution, including disgorgement of profits obtained by Defendants as a result of their conduct;

100. That the Court award Plaintiff and the Class pre-judgment and post-judgment interest as permitted by law; and

101. That Plaintiff and the Class shall be awarded such other relief, including equitable monetary relief, as the nature of this case may require and as is just and proper to prevent the recurrence of the alleged violation and to dissipate the anticompetitive effects of the violation.

DATED: July 21, 2010.

By her attorney,

**/s/ Charles E. Tompkins**

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